COMMUNITY JUSTICE DEPARTMENT AGREEMENT

THIS AGREEMENT is made and entered into by and between the **CITY OF MISSOULA, MONTANA,** a municipal corporation organized and existing under the laws of the State of Montana, 435 Ryman, Missoula, Montana 59802, hereinafter referred to as "City," and **MISSOULA COUNTY**, a political subdivision of the State of Montana, 200 W. Broadway, Missoula, MT 59802, hereinafter referred to as "County".

In consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency whereof being hereby acknowledged, the parties hereto agree as follows:

1. Purpose: The County will provide civil and criminal Crime Victim Advocate services in cases arising in the City of Missoula and pending before the Missoula Municipal Court involving partner or family member violence, assault, sexual assault, stalking & harassment, order of protection violations and other offenses involving actual or threatened physical violence. And the County will provide Healthy Relationship services and primary prevention of sexual and dating violence services to residents of the City of Missoula.

2. Term of Agreement: The term for this Agreement shall be **July 1, 2025 to June 30, 2027,** and be by either party per Section 10 of this Agreement.

3. Scope of Work: County will perform the work and provide the services in accordance with the requirements of the Scope of Services attached here to as Exhibit A; and

4. Timeline and Reporting: County shall provide the City with status reports as required by the Scope of Services, Exhibit A.

5. Payment: For the satisfactory completion of services to be performed under Exhibit A, the City will pay the County the following, increasing 3% per year for standard cost of living and union negotiated increases:

a. From the effective date until the end of the fiscal year 2026 (FY26), the City shall pay the County **$247,158.** FY26 budget detail attached as Exhibit B.

b. For FY27, the City shall pay the County $**254,573**.

6. Records: County shall maintain reasonable and sufficient records incident to the performance of this Agreement to enable the City to document the performance of this Agreement. County shall provide access to those records by the City and any independent auditor and to representatives of the state or federal government subject to requirements of confidentiality as determined by crime victim advocate standards and State law.

7. Professional Service: County agrees that all services and work performed hereunder will be accomplished in a professional manner.

8. **Compliance with Laws:** Both parties agree to comply with all federal, state and local laws, ordinances, rules and regulations, including the safety rules, codes, and provisions of the Montana Safety Act in Title 50, Chapter 71, MCA.

9. **Nondiscrimination and Equal Opportunity:** County agrees that all hiring by County of persons performing this Agreement will be on the basis of merit and qualification and there shall be no discrimination in employment on the basis of race, ancestry, color, physical or mental disability, religion, national origin, sex, age, marital or familial status, creed, ex-offender status, physical condition, political belief, public assistance status, sexual orientation, gender identity or expression, except where these criteria are reasonable bona fide occupational qualifications. County further agrees to comply with the City's Nondiscrimination and Equal Opportunity policy attached hereto as Exhibit C.

10. **Default and Termination:**

a. Termination for cause. If either party fails to comply with any condition of this Agreement at the time or in the manner provided for, the other party, at its option, may terminate this Agreement and be released from all obligations if the default is not cured within ten (10) days after written notice is provided to the defaulting party. Said notice shall set forth the items to be cured. Additionally, the non-defaulting party may bring suit for damages, specific performance, and any other remedy provided by law. These remedies are cumulative and not exclusive. Use of one remedy does not preclude use of the others. Notices shall be provided in writing and hand-delivered or mailed to the parties at the addresses set forth in Section 14 of this Agreement.

b. Termination without cause. Either party may terminate this agreement without cause by providing the other party a six-month written notice of its intent to terminate the agreement.

c. Payment. If the Agreement is terminated prior to completion, City shall be responsible for paying County for completed work within thirty (30) days of termination.

11. **Modification and Assignability:** This document and its attachments contain the entire agreement between the parties and no statements, promises or inducements made by either party or agents of either party, which are not contained in this written Agreement, may be considered valid or binding. This Agreement may not be enlarged, modified or altered except by written agreement signed by both parties hereto. The County may not subcontract or assign County's rights, including the right to compensation or duties arising hereunder, without the prior written consent of City. Any subcontractor or assignee will be bound by all of the terms and conditions of this Agreement.

12. **Public Access to Information:** Both parties agree that they are local government entities, and their records are subject to disclosure under Montana Law. Certain information may be protected from disclosure. Protected information includes confidential criminal justice information, information concerning an individual privacy interest, advocate privilege, legitimate trade secrets and other constitutionally protected proprietary information and certain information relating to individual or public safety. The parties agree to confer prior to disclosure of information relating to this Agreement and its performance which may include protected information.

13. **Principal Contacts:** All notices, demands, consents and reports must be given in writing and delivered personally or mailed to the following designated contacts:

City's designated contacts are:

Andrea Davis	Dale Bickell	Keithi Worthington
Mayor	Chief Admin. Officer	City Attorney
435 Ryman	435 Ryman	435 Ryman
Missoula, Montana 59802	Missoula, Montana 59802	Missoula, Montana 59802

County's designated contacts are:

Chris Lounsbury	Shantelle Gaynor
Chief Operations Officer	Community Justice Department Director
200 West Broadway	200 West Broadway
Missoula, Montana 59802	Missoula, Montana 59802

14. **Applicability:** This Agreement and any extensions hereof shall be governed and construed in accordance with the laws of the State of Montana. In the event of litigation concerning this Agreement, venue shall be in the 4th Judicial District in and for the County of Missoula, Montana.

15. **Severability.** Should any part of this Agreement be deemed invalid or unenforceable under applicable law, that provision shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of said provision or the remaining provisions of this Agreement.

16. **Waiver.** No waiver of compliance with any provision or condition of this Agreement shall constitute a waiver of any other provision or condition previously waived as to new circumstance or events.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

CITY OF MISSOULA

Andrea Davis, Mayor

ATTEST:

Claire Trimble

COUNTY OF MISSOULA

Chair, County Commissioner

County Commissioner

County Commissioner

ATTEST:

Clerk and Recorder

EXHIBIT A

Scope of Services Community Justice Department

Referenced to and made a part of the Community Justice Department Agreement between the City of Missoula and Missoula County, commencing on **July 1, 2025 (fiscal year 2026)**.

Under the terms of the Community Justice Department Agreement, County will provide the following services or tasks or work products:

1. **County will perform 80 hours per week of criminal and/or civil Crime Victim Advocate services** in cases arising in the City of Missoula and pending before the Missoula Municipal Court involving partner or family member violence, sexual assault, stalking and harassment, order of protection violations, and other offenses involving physical violence and injury such as assault. This is specifically accomplished through the Advocacy Guiding Principles set forth in the Crime Victim Advocate Program Direct Services Procedures.
    a. Training, conferences, and certification courses pertaining to crime victim advocacy and services are encouraged and up to 40 hours annually shall be counted as service hours under this agreement. Depending on weekly caseload, training, conferences, paid time off, etc., it is the intent of this Agreement that at least one half of the total hours per week (80 hours total) shall pertain to criminal case services and remainder may pertain to civil services.
    b. County shall designate specific employees to provide these services and report these designations to the City's Principal Contacts.
        i. The designated employee providing criminal crime victim advocate services will be assigned to the City Attorney's Office and/or the Missoula Police Department. The City will provide adequate workspace, furniture, etc.
        ii. Designated employees providing civil crime victim advocate services under this agreement will perform these duties at an office designated by the County.
        iii. Advocates will perform these duties at an office located in the Missoula Police Department, at the CVA offices, and in meeting spaces, as needed, to support victims. Services may also be provided by telephone and electronic means including video conferencing and email.
        iv. County will provide adequate workspace, furniture, necessary computer(s), telephone(s), and other operational costs including copying, mail, office supplies, etc.
    c. Other Crime Victim Advocate staff funded by the County and/or grant sources will provide back-up services to City-funded advocates when they are on leave for any reason. Additionally, should a City-funded advocate have a conflict of interest in a case, another advocate will be assigned to that case.

d. County-funded staff also provides supervision, training, and case-load management to all Crime Victim Advocate staff.

e. Other grant and county-funded staff in Community Justice Department (CJD) divisions will continue to partner with City departments including the City Attorney's Office and the Missoula Police Department to improve services to victims through intra-departmental policies, procedures, protocols and/or trainings to include:

i. The CJD Justice Initiatives Coordinator will continue to serve on the Missoula Police Department External Review Panels for cases involving sexual violence.

ii. CJD Justice Initiatives Coordinator will facilitate the Domestic Violence Task Force, case review (with First Step Resource Center), and other meetings as needed.

iii. CJD trainings and conferences will be made available to the City's partner agencies.

iv. Finally, the Community Justice Department Director will continue to research funding opportunities and apply for addition grant funds to continue to enhance advocacy programming in the City of Missoula.

2. County shall perform general Crime Victim Advocacy services including, but not limited to:

a. Provide notification to the victims of the crime of the arrest of the accused person/s and the nature of the charges (when the victim can be located). Additionally, staff will secure the victims views on release pending judicial proceedings, including contact provisions. Contact with the victim will be attempted by phone before the accused first appears in court. If the victim is not available by telephone, the Crime Victim Advocate Program will send a letter, unless victim safety may be compromised, with the above information to the victim. A copy of the letter or form, minus any confidential or personal information, will be provided to the City Attorney's Office.

b. Maintain contact (upon provision of current phone and mailing information) with the victim to notify and obtain his/her views regarding release, plea negotiations, case dismissal, pretrial diversion, and sentencing. The Crime Victim Advocate Program will also explain the basic criminal justice process and victims' rights.

c. Provide information regarding the State of Montana's Crime Victim's Compensation Program and assist in filling out this paperwork. The Crime Victim Advocate Program will also provide the victim a form for restitution ("loss statement"), and if the form is returned to the Crime Victim Advocate Program, it will be forwarded to the City Attorney's Office.

d. Provide information to the victim regarding dates and times of relevant hearings.

e. Provide Orders of Protection information and assistance in obtaining this civil order to qualifying victims.

f. Provide crisis counseling, follow-up counseling, and criminal justice advocacy, to help victims secure their rights and court-related services.

g. Serve as support during interviews with law enforcement, prosecutors or other criminal justice system professionals. Serve as support during court appearances and trials.

h. Consult about emergency safety planning and refer victims to other community services.

3. County shall perform specific Criminal Advocacy services as follows:

   a. Excluding weekends and holidays, daily roster check for new criminal cases involving partner or family member violence, assault, sexual assault, stalking & harassment, order of protection violations and other offenses involving actual or threatened physical violence and injury related to intimate partner violence.

   b. Obtain incident report from the City Attorney's Office ("CAO") to create files and perform lethality and outreach assessment.

   c. Contact victims in cases prosecuted by the CAO pursuant to the Direct Services Procedures.

      i. In coordination with the CAO and Missoula Police Department, for victims who cannot be reached by phone, attempt in-person contact (to be made only when accompanied by CAO representative and MPD officer).

   d. Provide information to the CAO pursuant to the Direct Services Procedures.

      i. With consent of the victim, obtain information including follow-up photographs of injuries and provide to CAO; and

      ii. If known and with consent of the victim, advise CAO of any open or pending civil Orders of Protection, dissolution proceedings, or parenting plan proceedings.

   e. With the consent of the victim, provide information to CAO.

      i. Coordinate with CAO to schedule and attend meeting between victim and prosecutor; and

      ii. Coordinate with CAO to schedule and attend any interview of victim by defense counsel.

   f. When possible and in coordination with CAO, attend arraignments related to new cases.

   g. In coordination with CAO, attempt phone contact with and also notify victims in writing of all scheduled court dates and outcomes including:

      i. notice of filed charges resulting in issuance of bench warrant;

      ii. following initial appearance/arraignment, notice of bond, conditions of release, next court date and assigned prosecutor;

iii. notice of trial date to be sent within 10 business days of when trial date is set;

iv. notice of any failure to appear by the defendant at pretrial hearings;

v. change of plea and/or sentencing date;

vi. following change of plea/sentencing, copy of sentencing order and explanation of terms of sentencing;

vii. notification of post-sentencing violation by the defendant of terms of sentence; and,

viii. notification of completion or expiration of sentence.

h. Participate as needed in CAO pretrial preparation of victim.

i. Accompany or provide support to victim during trial.

4. To facilitate this collaboration and meet the needs of victims of crime, the Missoula City Attorney's Office will:

a. Notify the Crime Victim Advocate Program in a timely manner of relevant events. This includes notifying staff of the arrest of an accused person, as well as information about pending plea negotiations, case dismissal, pretrial diversion, trial and sentencing, if applicable.

b. Notify the Crime Victim Advocate Program of pending plea offers, or proposed changes of plea offers and the scheduled date for the Change of Plea.

c. Allow the Crime Victim Advocate Program agreed upon access to City Attorney Office files and computerized database.

5. Both parties understand and stipulate to the following:

a. The Crime Victim Advocate Program understands the sensitive, confidential nature of City Attorney files, and will not disclose the contents of those files or make copies from them without the knowledge and consent of the City Attorney or authorized staff. Only Crime Victim Advocate Program paid staff, interns or work-study students who have signed a City Attorney's Office confidentiality agreement will have access to Attorney files and information. Information in these files will only be used to complete the work of the Crime Victim Advocate Program and will not be shared elsewhere.

b. The Crime Victim Advocate Program seeks to empower victims of crime by supporting their choices and desires. Services are only provided to clients who want them. Clients may use some or all available services and may discontinue services at any time. The Crime Victim Advocate Program only shares client information with their permission.

6. Reporting: County will provide annual updates to the City of Missoula on tasks and accomplishments of general and specific services listed above. The County may provide additional updates upon request.

   a. County will provide annual updates to the City of Missoula on tasks and accomplishments of general and specific services listed above.

   b. The County may provide additional updates upon request.

   c. The County will provide monthly service reports to the City's Principal Contact within the City Attorney's Office or their designee(s).

7. **City Council established funding for relationship violence prevention services in 2013 and contracts with the County to provide these services.**

   a. County will provide adequate workspace, furniture, necessary computer(s), telephone(s), and other operational costs including copying, mail, office supplies, etc.

   b. County-funded staff will provide supervision, training, and work-load management to all prevention staff.

   c. The County shall perform general Healthy Relationships Project services including, but not limited to:

      i. Provide healthy relationships and consent education to Missoula County District 1 middle school students at teacher request, as well as feeder middle schools to the high school.

      ii. Provide healthy relationships and consent education to Missoula County District 1 high school health classes at teacher request.

      iii. Provide healthy relationships and consent education workshops for Missoula County District 1 middle school health teachers.

      iv. Implement activities to engage Missoula youth as leaders in domestic and sexual violence prevention and gather local data to improve prevention strategies.

      v. Provide violence prevention/bystander intervention workshops for social service providers, bars, and medical community.

      vi. Serve as a liaison between CVA clients (grades 8-12) who have been victims of sexual misconduct in partnership with Missoula County Public Schools to support Title IX investigations.

      vii. Facilitate the Make Your Move Missoula Advisory Board (which includes the YWCA Missoula, the Missoula City-County Health Department, and the University of Montana) – attend monthly meetings, committee meetings, and ad hoc meetings to plan and implement primary prevention activities targeting 16-24 year old individuals. Strategies may include social marketing plan, trainings, and evaluation of project activities.

viii. Research funding opportunities and apply for additional grant funds and submit semi-annual reports to continue to enhance prevention programming in the City of Missoula.

ix. Participate in other collaborations including but not limited to:

i. Missoula County Public Schools Graduation Matters Wellness Subcommittee and Behavioral Health Workgroup

ii. University Council on Student Assault (UCSA)

iii. Healthy Sexuality Network

8. Reporting: County will provide annual updates to the City of Missoula on tasks and accomplishments of general and specific services listed above.

a. The County may provide additional updates upon request.

b. The County will provide quarterly reports to the City's Principal Contact within the City Attorney's Office or their designee(s).

EXHIBIT B

FY 2026	Personnel						
County Department	**Position Title**	**FTE**	**FY26 Hourly Rate**	**Total Hours**	**Salary**	**Fringe**	**TOTAL**
Public Health Department	Prevention Specialist II	1	$32.36	2080	$67,309	$26,396	$93,705
Community Justice Department	Crime Victim Advocate	1	$25.90	2080	$53,880	$21,130	$75,009
Community Justice Department	Crime Victim Advocate	1	$27.09	2080	$56,347	$22,097	$78,444
						TOTAL	**$247,158**

FY26 Fringe Rate	39.22%
Cost of living increase:	3.00%

FY 2027	Personnel						
County Department	**Position Title**	**FTE**	**FY27 Hourly Rate**	**Total Hours**	**Salary**	**Fringe**	**TOTAL**
Public Health Department	Prevention Specialist II	1	$33.33	2080	$69,328	$27,188	$96,516
Community Justice Department	Crime Victim Advocate	1	$26.68	2080	$55,496	$21,763	$77,260
Community Justice Department	Crime Victim Advocate	1	$27.90	2080	$58,038	$22,760	$80,798
						TOTAL	**$254,573**

FY27 Fringe Rate	39.22%
Cost of living increase:	3.00%

The City of Missoula supports 2 Crime Victim Advocate FTE.

The Crime Victim Advocate Division of the Community Justice Department serves city and county victims of crime, prioritizing those who have experienced intimate partner violence and abuse. Civil Advocates provide walk-in crisis counseling, assistance in applying for orders of protection, referrals to services, and support through the court system. Criminal Advocates are assigned to city and county law enforcement and prosecution offices to offer advocacy and supportive services from the time of an initial crime report to the resolution of a criminal case. Services are free and confidential.

- The division is comprised of 9 staff members–5 criminal advocates, 3 civil advocates, and 1 manager.
- 5 advocates serve City of Missoula criminal or civil cases–2 criminal advocates assigned to the City Attorney's Office, 1 criminal advocate assigned to the Missoula Police Department, 2 FTE civil advocates in CVA offices.

- 3 advocates serve county crime victims and/or city and county victims of felony cases prosecuted by the County Attorney's Office.
- The CVAs are funded by city and county funds and grants. 65% of clients served by the CVA Division are city residents.

The City also supports 1 FTE Prevention Specialist position in the Missoula Public Health—Health Promotion's Division (formerly housed in CJD). The Prevention Specialist provides:

- Missoula's youth through school-based educational programming
- Prevention education to youth and young adults with other service providers such as Mountain Home
- Anti-harassment training and education to businesses and organizations
- Collaborate with other Health Promotions coordinators to strengthen prevention across the individual's lifespan.

The Community Justice Department will contract with the City of Missoula to deliver crime victim advocacy and dating and sexual violence prevention services. Staff assigned to these efforts will be assigned to both CJD and the Health Department.

EXHIBIT C

NON-DISCRIMINATION

All hiring shall be on the basis of merit and qualification and there shall be no discrimination in employment on the basis of race, ancestry, color, physical or mental disability, religion, national origin, sex, age, marital or familial status, creed, ex-offender status, physical condition, political belief, public assistance status, sexual orientation, or gender identity/expression, except where these criteria are reasonable bona fide occupational qualifications.

EQUAL OPPORTUNITY POLICY

Contractors, subcontractors, sub grantees, and other firms doing business with the City of Missoula must be in compliance with the City of Missoula's Equal Opportunity Policy, and Title 49 Montana Codes Annotated, entitled "Human Rights" or forfeit the right to continue such business dealings.

The City's Equal Opportunity Policy Statement is:

The Mayor of the City of Missoula or the Mayor's designee may adopt an action plan to provide all persons equal opportunity for employment without regard to race, ancestry, color, handicap, religion, creed, national origin, sex, age, sexual orientation, gender identity or expression, or marital status. In keeping with this commitment, we are assigning to all department heads and their staff the responsibility to actively facilitate equal employment opportunity for all present employees, applicants, and trainees. This responsibility shall include assurance that employment decisions are based on furthering the principle of equal employment opportunity by imposing only valid requirements for employment and assuring that all human resource actions are administered on the basis of job necessity.

Specific responsibility for developing, implementing, monitoring and reporting are assigned to the City Personnel staff under the supervision and direction of the Chief Administrative Officer and the Mayor.

It is the policy of the City of Missoula to eliminate any practice or procedure that discriminates illegally or has an adverse impact on an "affected" class. Equal opportunity shall be provided for all City employees during their terms of employment. All applicants for City employment shall be employed on the basis of their qualifications and abilities.

The City of Missoula, to the extent practical, shall ensure that subcontractors and vendors comply with this policy and the City's non-discrimination and equal opportunity requirements found at Chapter 9.64 of the Missoula Municipal Code. Failure of subcontractors and vendors to comply with this policy statement shall jeopardize initial, continued, or renewed funds or future contracting opportunities.

Our commitment is intended to promote equal opportunity in all employment practices and provide a positive program of equal employment for the City of Missoula, its employees, program participants, trainees and applicants.